

28660-000

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
IBETO PETROCHEMICAL INDUSTRIES,
LIMITED,

Plaintiff,

- against -

M/T BEFFEN, her engines, tackle, boiler,
etc., *in rem*; and BRYGGEN SHIPPING AND
TRADING A/S, *in personam*,

Defendants.
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Index No.:

05 CV 2590
CSAS

COMPLAINT

The plaintiff herein, by its attorneys, Hill Rivkins & Hayden LLP, complaining of
the above named vessel and defendant, allege upon information and belief:

FIRST: This is an admiralty and maritime claim within the meaning of
Rule 9(h) of the Federal Rules of Civil Procedure.

SECOND: At and during all times hereinafter mentioned, plaintiff had and
now has the legal status and principal office and place of business stated in Schedule A
hereto annexed and by this reference made a part hereof.

THIRD: At and during all the times hereinafter mentioned, defendant had
and now has the legal status and office and place of business stated in Schedule A, and
was and now is engaged in business as common carrier of merchandise by water for hire,

and owned, operated, managed, chartered and controlled the above named vessel which now is or will be within the jurisdiction of this Court during the pendency of this action.

FOURTH: On or about the date and at the port of shipment stated in Schedule A, there was delivered to the vessel and defendant in good order and condition the shipment described in Schedule A, which the said vessel and defendant received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A.

FIFTH: Thereafter, the said vessel arrived at the port of destination described in Schedule A and the cargo was not delivered in the same good order and condition in which it was received.

SIXTH: Defendant, by reason of the premises, breached its duties to the plaintiff as common carrier by water for hire and was otherwise at fault.

SEVENTH: Plaintiff was the shipper, consignee or owner or otherwise had a proprietary interest of and in the cargo as described in Schedule A, and brings this action on its own behalf and, as agents and trustees, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

EIGHTH: Plaintiff has duly performed all duties and obligations on its part to be performed.

NINTH: By reason of the premises, plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded in the amount of \$2,000,000.00.

W H E R E F O R E, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against defendants.
2. That if defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in the complaint, with interest and costs.
3. That a decree may be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs.
4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessel.
5. Plaintiff further prays for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York
March 4, 2005

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff

By: 

Keith B. Dalen (KD-4997)
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SCHEDULE A

Plaintiff, Ibeto Petrochemical Industries, Limited, was and now is a corporation duly organized and existing under and by virtue of the laws of Nigeria with an office and place of business at 4A Adeola, Hopewell Street, Victoria Island, Lagos, Nigeria.

Defendant, Bryggen Shipping And Trading A/S, was and now is a foreign corporation with an office and place of business at Gullskogarden, Bryggen 47, 5003 Bergen, Norway.

Date of Shipment:	6 February 2004
Port of Loading:	Paulsboro
Port of Discharge:	Lagos
Shipper:	Chemlube International, Inc.
Consignee:	To the Order of BNP Paribas (Suisse) S.A., Geneva, Switzerland
Notify:	Ibeto Petrochemical Industries, Ltd.
Description of Shipment:	Brightstock 150 BS, Base Oil SN 150 and SN 700, raw material for lube oil preparation as set forth in bills of lading 1, 2 and 3 dated 6 February 2004
Nature of Loss or Damage:	Contamination